

**Lac du Flambeau Band
of
Lake Superior Chippewa Indians
NATURAL RESOURCES DEPARTMENT**



**REQUEST FOR PROPOSALS
for
SUPPLY AND DELIVERY OF
COMPACT TRACK LOADER**

RFP NO. 24-NR-006

1. PURPOSE

The Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 476 (hereinafter "Tribe"), is soliciting bid proposals from qualified vendors for provision and delivery of a **new or slightly used Compact Track Loader, 90 Horsepower preferred, with an 86" bucket with bolt-on cutting edge**, for official use by the the GLRI and Wildlife and Habitat Programs of the Tribe's Natural Resources Department. The equipment must meet or exceed the minimum specifications set forth in Section 4 of this Request for Proposals (hereinafter RFP). The unit will be subject to varying terrain and weather conditions, including extreme temperatures, and may experience significant frame stresses.

The Natural Resources Department would prefer to utilize a 2005 CAT Compact Track Loader , Model 287B, with a bucket as a trade-in to defray the cost of the new machine. The equipment and accessories available for trade are more particularly described in Subsection 3.5 of this RFP and can be viewed and examined by prospective bidders, who may contact the Tribe's RFP Contact/Contract Administrator to arrange access to the equipment. Bidders are advised that the trade-in equipment will continue to be in use by the Tribal Natural Resources Department pending delivery of the new machine.

Bidder must be a manufacturer, a factory branch, or a dealer engaged in the business of selling, dealing and servicing the equipment offered in bidder's proposal and must maintain a full stock of parts and provide full maintenance and repair service to and for the subject equipment. Any service required for repair, warranty work or otherwise must be completed at an authorized service location.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, specifications, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "vendor", "bidder," and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

2. RFP ADMINISTRATIVE PROCEDURES

- 2.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the Tribal Contract Administrator who will be responsible for administration of the Purchase Contract entered into by and between the successful bidder (Vendor) and the Tribe. The Tribal Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder. To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder, vendors may contact only the RFP Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

Tribal RFP Contact/Contract Administrator: ANDRE VERDIN
GLR/Habitat Manager
Natural Resources Department
1095 Old Abe Road
Lac du Flambeau, WI 54538
Phone: 715-892-2796
Email: avirden@ldftribe.com

- 2.2 RFP TIMETABLE.** The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFP Issued	On or before January 16, 2024
Proposals/Bids Due	4:00 P.M. Local Time, February 5, 2024
Notice of Award Issued	TBA
Delivery of Equipment	As soon as possible.

2.3 DUTY TO EXAMINE AND INQUIRIES REGARDING RFP.

2.3.1 It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

2.3.2 All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the physical address or email address noted above. Verbal inquiries will not be accepted.

2.4 CONTENT OF RFP AND SUPERSEDING EFFECT. This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had between the parties, related to the subject matter of this RFP.

2.5 AMENDMENT OF RFP. The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of addenda, if any.

2.6 SUBMISSION OF PROPOSAL. ***Every proposal submitted must include an original and three (3) copies.*** Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin.** **The Tribal Secretary must receive proposals no later than 4:00 P.M. (local time), Monday, February 5, 2024. Any proposal received after this deadline will not be accepted.** Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFP FOR NR COMPACT LOADER." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. **Proposals sent via email or fax will NOT be accepted.**

2.7 OPENING OF PROPOSALS. The proposals will be opened during a CLOSED BID OPENING on Tuesday, February 6, 2024, at 9:00 o'clock A.M. (local time), or as soon thereafter as practicable.

2.8 REJECTION OF PROPOSALS. Notwithstanding any other provision of this RFP, at any time prior to execution of a written Purchase Contract, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of the Tribe.

2.9 COSTS OF PREPARING PROPOSALS. The costs of preparing the proposal are the sole responsibility of the vendor. The Tribe is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.

2.10 PROPOSALS PROPERTY OF THE TRIBE. All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.

2.11 VALIDITY OF PROPOSALS. All proposals shall be valid for a period of ninety (90) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful bidder.

2.12 BIDDER'S REPRESENTATIONS.

2.12.1 By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.

2.12.2 By submitting this bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.

2.12.3 By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.13 NATIVE AMERICAN PREFERENCE REQUIREMENTS. The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). If submitter is an enrolled member of a federally recognized Indian Tribe, please provide confirming documentation, such as a photocopy of submitter's Tribal ID card.

2.14 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

2.14.1 Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any informalities and/or irregularities, in the Tribe's sole discretion) will be evaluated by the RFP committee with respect to the evaluation criteria listed below. The evaluation factors are listed below, not necessarily in order of importance:

1. Price of all goods to be furnished in relation to this RFP.
2. Capacity/Experience/Reputation of vendor.
3. Compliance with equipment specifications.
4. Warranty of goods to be supplied.
5. Native American Preference.
6. Conformance to Terms and Conditions.
7. Delivery schedule of goods to be supplied.

2.14.2 The Tribe reserves the right to request additional information from any bidder prior to final selection and award of a bid, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information

concerning a bidder or a bidder's products, services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

2.15 AWARD AND NOTIFICATION.

- 2.15.1** Any bid award/purchase contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe.
- 2.15.2** Notice of award to successful bidder will be sent via email or U.S. mail. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.
- 2.15.3** The Tribe reserves the right to either award a purchase contract without further negotiations with the successful bidder or to negotiate contract terms with the selected bidder if in the best interest of the Tribe. The successful bidder may be required to attend a post-award meeting with representatives of the Tribal Natural Resources Department to discuss the terms and conditions of the purchase contract. Negotiation and execution of contract with the successful bidder shall be completed not more than ten (10) days from date of award notification.

- 2.16 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.

3. CONTENT AND FORMAT OF PROPOSAL

- 3.1 PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.
- 3.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. **A proposal submission must include an original and three (3) copies of the proposal, including all attachments.**
- 3.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:
 - 3.3.1** Please provide a description of the bidder's organization including size, goods and services provided and length of time in operation. Refer specifically to bidder's branch location or affiliate. Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and verify that bidder is authorized to conduct business in the State of Wisconsin.
 - 3.3.2** Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct supervision if bidder is awarded a purchase contract, as well as the person who will be responsible for working with the Tribe's Contract Administrator to address and resolve contract and performance issues.
 - 3.3.3** Please list three (3) entities, either commercial or governmental, to which bidder has provided equipment similar to that sought by the Tribe pursuant to this RFP, within the past 3 years. Include the name, address and telephone number of the point of contact, and a description of the goods and/or services provided. The Tribe reserves the right to conduct reference checks.
 - 3.3.4** Please identify and describe, in detail, any and all warranties and discounts associated with the equipment bidder proposes to supply to the Tribe.
 - 3.3.5** Please describe in detail bidder's ability to provide maintenance and repair services with respect to

the equipment bidder proposes to supply to the Tribe.

3.3.6 Please provide copies of all literature, brochures, operating manuals and specification information pertaining to the equipment proposed by bidder.

3.3.7 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

3.4 BID.

3.4.1 The bid/proposal includes all labor, materials, equipment, costs, overhead, profit, services, and incidentals necessary for the successful supply and delivery of the equipment described in Section 4, below. Any ADDITIONAL options must be listed in vendor's proposal/bid with any additional associated costs. Bid shall reflect any and all applicable discounts. The Tribe is exempt from Sales Tax. Price should reflect any and all discounts to which the Tribe is entitled.

3.4.2 Alternate bids shall be considered provided said alternative(s) are fully described and accompanied by brochures, literature, specifications, or a combination thereof. The Tribe's decision with respect to equality shall be final.

3.4.3 Prices quoted shall include transportation costs F.O.B. Destination to the following location: 418 Little Pines Road, Lac du Flambeau, Wisconsin. Bidder shall state a realistic delivery date including Saturdays, Sundays and holidays. Delivery time shall be a consideration in award of bid. Delivery time shall be deemed an important segment of each bidder's response and the delivery time quoted by the successful bidder shall be that time to which the successful bidder shall be expected to adhere. The Tribe reserves the right to inspect the equipment prior to acceptance.

3.5 TRADE-IN ALLOWANCE.

3.5.1 *The Tribal Natural Resources Department would prefer to utilize a Compact Loader currently in use as a trade-in to defray the cost of the new machine. The equipment and accessories available for trade are more particularly described below and can be viewed and examined by prospective bidders by appointment at: Lac du Flambeau Natural Resources Department, 1095 Old Abe Road, Lac du Flambeau, Wisconsin. Contact the RFP Contact to schedule appointment. Bidders are advised that the trade-in equipment will continue to be in use by the Tribal Natural Resources Department pending delivery of the new machine.*

3.5.2 Please specify Trade-In Allowance for a **CAT Compact Track Loader, Model 287B**. Trade-In Equipment features and specifications are as follows:

3.5.2.1 Model Year 2005.

3.5.2.2 Approximately 720 Hours.

3.5.2.3 78 Hp Engine.

3.5.2.4 Joystick Controls.

3.5.2.5 Cab Heater.

3.5.2.6 Radio.

4. SPECIFICATIONS (EQUIPMENT AND SERVICES)

4.1 The Tribe is requesting proposals for the supply and delivery of a new or slightly used Compact Track Loader, 90 Horsepower range preferred, model year 2022, 2023 or 2024, meeting the minimum specifications detailed below:

4.1.1 Model Year 2022, 2023 or 2024.

4.1.2 90 Hp preferred.

4.1.3 Engine shall be certified to EPA Tier 4 Final Emission Standards.

4.1.4 Engine/Hydraulic Performance De-rate Protection.

4.1.5 Auxiliary Hydraulics: Variable Flow.

- 4.1.6 Glow Plugs (Automatically Activated).
- 4.1.7 Cylinder Cushioning - Lift, Tilt.
- 4.1.8 Lift Arm Support.
- 4.1.9 Lift Path: Vertical.
- 4.1.10 Hydraulic power quick connect for attachments.
- 4.1.11 Hydraulic couplers with 7-pin electrical plug.
- 4.1.12 Cab shall be certified Roll Over Protective Structure (ROPS) and Falling Object Protective Structure (FOPS).
- 4.1.13 Cab shall be enclosed with heat, air conditioning, and Bluetooth radio.
- 4.1.14 Cab shall be sound suppressed, and shall meet current OSHA standards for operator sound levels.
- 4.1.15 Joystick controls with multi-functions (foot pedal optional).
- 4.1.16 Back-up Alarm.
- 4.1.17 Horn.
- 4.1.18 Adjustable Suspension Seat, Seat Bar and Seat Belt.
- 4.1.19 Top and Rear Windows.
- 4.1.20 Instrumentation to Include Engine Temperature and Fuel Gauges, Hour Meter, RPM and Warning Indicators.
- 4.1.21 86" bucket with bolt-on cutting edge.
- 4.1.22 Warranty: 2 years or 2000 hours, whichever occurs first.

4.2 All components and accessories advertised in the manufacturer's current model year brochure and specifications as standard, unless superseded by the foregoing specifications, shall be provided with the unit. Further, accessories and components not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. This equipment and all attachments must comply with all applicable quality/safety standards, including, but not limited to, OSHA standards, applicable federal, state, and local fire and safety regulations, and any other standard or specification as may be noted in this RFP.

4.3 Technical specifications contained herein shall be considered "optimum", and are in no way intended to limit the equipment or commodity to a specific manufacturer or place of origin. Any such implied reference shall be deemed inadvertent and shall be interpreted as though the specification shall contain the phrase "or a Tribe-approved equal". **However, a bidder deviating from the specifications must state any and all exceptions. Failure to note exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation.**

4.4 Alternate bids shall be considered provided said alternative(s) are fully described and accompanied by brochures, literature, specifications, or a combination thereof. The Tribe's decision with respect to equality shall be final.

4.5 **DELIVERY.** Vendor shall timely deliver the machine to 418 Little Pines Road, Lac du Flambeau, Wisconsin. **Delivery shall be by appointment, to ensure availability of designated receiving personnel and immediate payment.** Vendor shall advise the Tribe's Utilities Director/Contract Administrator of the anticipated delivery date and shall keep him apprised of all developments with respect to delivery, including any and all delays.

5. PURCHASE ORDER TERMS AND CONDITIONS

5.1 **INSPECTION.** The Tribe has the right of inspection and approval. Inspection shall not constitute final acceptance and the successful bidder/supplier will remain bound by any warranties set out in the specification requirements.

5.2 **RIGHT TO CANCEL.** The Tribe reserves the right to cancel the Purchase Order if specified delivery terms are not met or if goods or services fail to meet specification requirements.

5.3 **SUBSTITUTIONS.** No substitutions are permitted unless previously agreed to by the Tribe and confirmed in writing.

- 5.4 SUPPLIER PRICING.** The successful bidder/supplier shall not change prices, terms or conditions without the prior written permission of the Tribe.

6. REQUIREMENTS

- 6.1 REPAIR SERVICES AND STATUS OF BIDDER.** Bidder must be a manufacturer, a factory branch, or a dealer engaged in the business of selling, dealing and servicing the equipment offered in bidder's proposal and must maintain a full stock of parts and provide full maintenance and repair service to and for the subject equipment. Any service required for repair, warranty work or otherwise must be completed at an authorized service location.
- 6.2 INSURANCE.** By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a bid, it will have insurance coverage as specified below at the time the purchase contract is awarded and will maintain such coverage through delivery of the subject vehicles:
- 6.2.1** Business Automobile Liability: Business Automobile Liability covering all owned, hired and non-owned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.
- 6.2.2** General Liability Coverage: Minimum of \$500,000 per person per occurrence; \$500,000 property damage; \$5,000 medical expense; \$2,000,000 aggregate.
- 6.2.3** Excess/Umbrella Liability Coverage: \$1,000,000.
- 6.3 INDEMNIFICATION.** The successful bidder shall indemnify, defend, and hold the Tribe and the Tribe's officers, officials, employees, agents and volunteers harmless from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death, property damage or any loss that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the successful bidder, or any failure of the same to comply with any obligations set forth in this RFP and/or a contract between the parties. The successful bidder shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the successful bidder shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe.
- 6.4 COMPLIANCE WITH LAWS.** The successful bidder will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.
- 6.5 MARKETING PROHIBITION.** The successful bidder shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or the Natural Resources Department of the Lac du Flambeau Band of Lake Superior Chippewa Indians or any other department, program or entity of the Tribe in any marketing activity, nor will the successful bidder use said names or references thereto in any endorsement of its company, products, or services, without the written consent of the Lac du Flambeau Band of Lake Superior Chippewa Indians.
- 6.6 NO ASSIGNMENT.** No bidder may assign its bid/proposal or any rights or obligations with respect thereto to any other party. No purchase contract between a successful bidder and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void.
- 6.7 DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs In accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at www.sam.gov. 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs

debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.

- 6.8 GOVERNING LAW AND VENUE.** The successful bidder/vendor shall consent and agree that any and all questions arising in connection with this RFP and/or any purchase contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 6.9 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.